

9 REPORTS AND RECORDS

(a) Books and Records.

(1) Subject to applicable law, the County shall have the right to inspect and copy at any time during normal business hours at the Grantee's office, or at another mutually agreed location, all books and records, including all documents in whatever form maintained, including electronic media ("books and records") to the extent that such books and records relate to Grantee's Cable System or to the Grantee's provision of Cable Service. The County shall take reasonable steps to protect the proprietary and confidential nature of any such documents to the extent they are designated as such by the Grantee. The County shall have the right to copy any such books and records, except to the extent that such books and records are proprietary and/or confidential pursuant to the Virginia Uniform Trade Secrets Act or other applicable law.

(2) The Grantee shall keep complete and accurate books of account and records of its business and operations under and in connection with this Franchise Agreement.

(b) Communication with Regulatory Agencies

(1) The Grantee shall file with the County a copy of certain communications with regulatory agencies, as follows:

(A) any document (other than routine, publicly available agency mailings or publications) the Grantee files with or receives from the FCC, the Securities and Exchange Commission, or the Virginia State Corporation Commission, or any successor agency of any of these agencies, within five (5) working days of such filing or receipt;

(B) any document the Grantee files with or receives from other agencies, upon the County's request;

(C) any document that any parent of the Grantee files with or receives from any agency that directly and materially relates to the Grantee's Cable System and/or the provision of Cable Services under this Agreement, within five (5) working days of such filing or receipt.

(2) For purposes of this subsection 9(b), documents filed by the Grantee or a parent shall include all documents filed by or on behalf of the Grantee or its parent, but shall not include documents filed by trade associations to which the Grantee or its parent may belong unless the Grantee or a parent has authorized the use of its name by such trade association among the filing parties and its name is used.

(3) To the extent that such documents contain, to the satisfaction of the Communications Administrator, the information required by other reports hereunder, the Communications Administrator may suspend the requirement to file such other reports with the County so as to avoid duplication and the administrative costs attendant thereto.

(c) *Annual Report.* Unless this requirement is waived in whole or in part by the County, no later than April 30th of each year during the term of this Agreement, the Grantee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

(1) a summary of the previous calendar year's activities in development of Grantee's Cable System, including but not limited to descriptions of services begun or dropped;

(2) a summary of complaints, identifying both the number and nature of the complaints received and an explanation of their dispositions, as such records are kept by the Grantee. Where the Grantee has identified recurrent Cable System problems, the nature of any such problems and the corrective measures taken or to be taken shall be identified;

(3) A copy of the Grantee's rules, regulations and policies available to Subscribers of Grantee's Cable System, including but not limited to (A) all Subscriber rates, fees and charges; (B) copies of the Grantee's contract or application forms for Cable Services; and (C) a detailed summary of the Grantee's policies concerning (i) the processing of Subscriber complaints; (ii) delinquent Subscriber disconnect and reconnect procedures; (iii) A/B switches; (iv) Subscriber privacy and (v) any other terms and conditions adopted by the Grantee in connection with the provision of Cable Service to Subscribers;

(4) An annual financial report for the previous calendar year, certified by an independent certified public accountant, including a year-end balance sheet; an income statement showing Subscriber revenue and every material category of non-Subscriber revenue, operating expenses by category, depreciation expenses, interest expenses, and taxes paid, and a statement of sources and applications of funds;

(5) A current statement of costs of construction by component categories;

(6) A projected income statement, balance sheet, statement of sources and applications of funds and statement of projected construction for the next two years;

(7) A reconciliation between previously projected construction and/or financial estimates, as the case may be, and actual results;

(8) A list of Persons, including all entities controlling such Persons, holding three percent or more of the voting stock or interests of Grantee, or its parents, or Grantee's subsidiaries, if any;

(9) A list of officers and members of the Board of Directors of Grantee and its parents and Grantee's subsidiaries, if any, or similar officers if the Grantee is not a corporation;

(10) A copy of its annual report and those of its parents and Grantee's subsidiaries, if any; and

(11) At least annually, a detailed copy of updated maps for the I-Net depicting the location of all cable plant, showing areas served and locations of all fiber lines, trunk lines and feeder lines in the County, and including changes in all such items for the period covered by the report.

(d) *Quarterly Report.* Unless this requirement is waived in whole or in part by the County, no later than thirty days after the end of each calendar quarter during the term of this Agreement, the Grantee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

(1) A report showing the number of service calls received by type during that quarter, including any property damage to the extent such information is available to the Grantee, and any line extension requests received during that quarter, as such records are kept by the Grantee.

(2) A report showing the number of outages for that quarter, and identifying separately each planned outage of one or more nodes for more than one hour at a time, the time it occurred, its duration, and the tax map area and, when available to the Grantee, number of homes

affected; and, when the Grantee can reasonably determine that at least 500 homes were affected, each unplanned outage affecting more than 500 homes for more than one hour, the time it occurred, the reason for the disruption and its causes, its estimated duration and the tax map area and, when available to the Grantee, the number of homes affected.

(3) A report showing the Grantee's performance with respect to all applicable customer service standards. The Grantee shall keep such records as are reasonably required to enable the County to determine whether the Grantee is substantially complying with all such customer service standards, and shall maintain adequate procedures to demonstrate such substantial compliance.

(e) *Special Reports.* Unless this requirement is waived in whole or in part by the County, the Grantee shall deliver the following special reports to the County:

(1) The Grantee shall submit monthly construction reports and weekly status reports to the County after the Effective Date for any construction undertaken during the term of the Franchise until such construction is complete, including any rebuild that may be specified in the Franchise Agreement. Upon completion of the System Upgrade, the Grantee shall provide the County free of charge with remote, read-only access to the Grantee's as-built system design maps (which the County may print by section, but not in their entirety), including any physical connections and software necessary to provide such access, subject to the County's signing any requisite software license agreement.

(2) The Grantee must submit a copy and full explanation of any notice of deficiency, forfeiture, or other document relating to the Grantee issued by any state or federal agency if such notice or other document would require Securities and Exchange Commission

Form 8(k) disclosure or would require footnote disclosure in the annual financial statements of the Grantee or a parent. This material shall be submitted in accordance with the deadlines specified in Section 9(b)(1) herein.

(3) The Grantee must submit a copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Grantee or by any partnership or corporation that owns or controls the Grantee directly or indirectly. This material shall be submitted in accordance with the deadlines specified in Section 9(b)(1) herein.

(4) The Grantee shall summarize the results of any annual opinion surveys it conducts in its annual report, or, if the Grantee considers such results to be proprietary, shall make such results available at its offices for the County's review. At the County's request, the Grantee will include questions submitted by the County in the Grantee's surveys, provided that such questions would be likely to lead to statistically reliable results and can be included at a reasonable cost.

(f) *Additional Information.* The County may, upon reasonable written notice, require such additional information with respect to the reports to be submitted pursuant to this Section 9 as may be reasonably necessary for the performance of any of the Communications Administrator's or any other County official's duties.

(g) *Records Required.*

(1) The Grantee shall maintain, in accordance with its normal record retention policies, those records required to support the reports required by Sections 9(c) through 9(e) hereof, including but not limited to:

(A) Records of all complaints. The term "complaints" as used herein and throughout this Agreement refers to complaints recorded through Grantee's normal procedures about any aspect of Grantee's Cable System or the Grantee's operations, including, without limitation, complaints about employee courtesy. Complaints recorded may not be limited to complaints requiring an employee service call.

(B) A full and complete set of plans, records, and "as built" maps showing the exact location of all equipment of Grantee's Cable System installed or in use in the County, exclusive of Subscriber service drops.

(C) Records of outages, indicating date, duration, tax map area, and the estimated number of homes affected, type of outage, and cause.

(D) Records of service calls for repair and maintenance indicating the date and time service was required, the date and time service was scheduled (if it was scheduled), and the date and time service was provided.

(E) Records of installation/reconnection and requests for service extension, indicating date of request, and the date and time service was extended.

(2) All information, books and records that must be compiled, produced and/or maintained under this Agreement shall be retained, in any reasonable form, in accordance with the Grantee's normal record retention policies or as otherwise required by applicable law.

(h) *Waiver of Reporting Requirements.* The Communications Administrator or his designee may, at the sole discretion of the Administrator or the Administrator's designee, waive in writing the requirement of any particular report specified in this Section 9.